LIMITED WARRANTY FOR OPTIMIZED/ MODULAR RACK SYSTEMS & AISLE CONTAINMENT

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

Liebert Corporation products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Two Year Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of a defect and tells you how to obtain performance under this Warranty.

TWO YEAR LIMITED WARRANTY
AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

LIEBERT PRODUCTS COVERED:

The covered products are: DCF Optimized Rack System, DCM Modular Rack System, and Aisle Containment.

Terms of Warranty:

As provided herein, the Liebert product is warranted to be free of defects in material and workmanship for a period of two (2) years from the date of product shipment. The shipment date will be determined only from the Liebert bill of lading. If any part or portion of the Liebert product fails to conform to this Warranty within the Warranty period, Liebert, at its option, will furnish new or factory remanufactured components for replacement of that part or portion, or Liebert may furnish User with a replacement product. Liebert will not assume labor or shipping charges to replace the Liebert product or any part or portion thereof.

Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the Liebert product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of Liebert.

Assignment of Warranties:

Liebert assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories for, the Liebert product and which are assignable, but Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Drawings, Descriptions:

Liebert warrants for the period of this Warranty and on the terms as set forth herein that the Liebert product will conform to the descriptions contained in applicable certified drawings, if any, Liebert's final invoices, and to applicable Liebert product brochures and manuals current as of the date of product shipment ("Descriptions"). Liebert does not control the use of any Liebert product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claims Procedure:

Within a reasonable time, not to exceed thirty (30) days after User's discovery of a defect, User shall contact Liebert at 1-800-222-5877. Subject to the limitations herein, Liebert, at its option, will arrange for a Liebert service representative to furnish new or remanufactured parts or replace the Liebert product. Warranty coverage will be extended only after Liebert verifies the claimed defect and/or inspection of the Liebert product shows no sign of misuse or treatment that would void the coverage of this Warranty. User shall bear all labor and shipping charges associated with replacement of the Liebert product or parts. All defective products and component parts replaced under this warranty become the property of Liebert.

Warranty Performance of Component Manufacturers:

It is Liebert's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, Liebert may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Liebert's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Liebert product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on-site operating conditions, inappropriate storage prior to installation, condensing environment, corrosive atmosphere, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, a change in location or operating

use, exposure to the elements, acts of God, theft, or installation contrary to Liebert's recommendations or specifications, or in any event if the Liebert serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting, loss of refrigerant, or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the Liebert product or any part thereof or charges to remove or reinstall same at any premises of User.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR WHERE THE PRODUCTS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES. THE PRODUCTS LISTED IN THIS WARRANTY MAY BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES ONLY WHERE THE END-USE CUSTOMER HAS SIGNED LIEBERT'S HEALTHCARE APPLICATION SALES AGREEMENT, OTHERWISE THE WARRANTY IS VOID.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

Limitations:

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPLACEMENT OF THE LIEBERT PRODUCT OR LIEBERT PRODUCT PARTS AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE PAID BY THE PURCHASER.

IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous:

NO SALESPERSON, EMPLOYEE OR AGENT OF LIEBERT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified only by a writing signed by a Liebert officer.

Liebert obligations under this Warranty are conditioned upon Liebert timely receipt of full payment of the product purchase price and any other charges due. Liebert reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event any provision of this Warranty becomes invalid or unenforceable during the Warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of Ohio, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between Liebert and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.